

FINAL

BLOOMFIELD TOWN COUNCIL

There was a regular meeting of the Bloomfield Town Council held at 7:30 p.m. on Monday, June 8, 2015 in Council Chambers, Bloomfield Town Hall, 800 Bloomfield Avenue, Bloomfield, CT.

Present were: Mayor Sydney Schulman, Deputy Mayor Joan Gamble, Councilors Joseph Merritt, Wayne Hypolite, Joel Neuwirth, Derrick Seldon and Leon Rivers

Also present were: Philip K. Schenck, Jr., Town Manager, Sharron Howe, Assistant to the Town Manager, Attorney Marc Needelman and India M. Rodgers, Clerk of Council

Absent were: Councilors Joseph Washington and Patrick DeLorenzo

PLEDGE OF ALLEGIANCE

The meeting began with the pledge of allegiance to the flag.

ANNOUCEMENTS & PRESENTATIONS

Mayor Schulman requested a moment of silence for Mr. William Mahoney, III, beloved husband of the late P. Faith McMahan, former Mayor of Bloomfield. Mr. Mahoney retired in 1981 as a Lieutenant on the Bloomfield Police Department, after 22 years of service and Bloomfield Board of Education in 2008.

Presentation to the Bloomfield Food Bank by the Bloomfield Republican Town Committee

Mr. Robert Ike, President, Ms. Marie MacDonald, Vice-President and Mr. Steve Millette, Treasurer of the Bloomfield Republican Town Committee (BRTC) presented Mrs. Camilla Jones, Director of Social & Youth Services with a portion of proceeds from their Annual Lincoln Day dinner donated to the Bloomfield Food Bank.

CITIZENS STATEMENT & PETITIONS

There were no citizens' statements or petitions.

REPORT FROM COUNCIL SUBCOMMITTEES

Community Services – There will a special meeting of this subcommittee on Tuesday, June 9, 2015 at 6:00 p.m.

Administration & Education – Councilor Rivers gave a status update regarding Town Manager goals at the last meeting held on Monday, June 1, 2015.

Golf – Councilor Rivers gave a brief update regarding the Junior Golf Team at Carmen Arace Middle School. There are approximately 16 youth who are interested in learning more about the game of golf. Golf tryouts will be held on June 10, 2015 at 7:00 p.m.

Finance – There will be a meeting of this subcommittee on Monday, June 15, 2015 at 5:30 p.m. to discuss updates regarding the State of Connecticut FY 2015/2016 approved budget.

Land Use & Economic Development – There will be a meeting of this subcommittee on Monday, June 15, 2015 at 7:00 p.m. to discuss updates regarding bus shelters. In additions, the Economic Development Commission will meet on June 9, 2015 at 8:30 a.m.

COUNCIL BUSINESS

ADDITIONS TO THE AGENDA

It was moved by Deputy Mayor Gamble, seconded by Councilor Merritt and voted unanimously to add Executive Session B: Discussion regarding the Evaluation of the Town Manager.

OLD BUSINESS

FY 14/15-59: Consider and Take Action Regarding Acceptance of the Conservation Easement for the Deringer-Ney Site at 353 Woodland Avenue

It was moved by Deputy Mayor Gamble, seconded by Councilor Neuwirth to accept the Conservation Easement as set forth in the attached document. (See attached)

**VOTE: AYE: S. Schulman, J. Gamble, W. Hypolite, L. Rivers, J. Neuwirth, J. Merritt,
 NAY: None
 ABSTAIN: D. Seldon**

Motion carries.

NEW BUSINESS

FY 14/15-62: Consider and Take Action Regarding Tax Refunds

It was moved by Deputy Mayor Gamble, seconded by Councilor Rivers and voted unanimously to approve tax refunds in accordance with Section 12 of the Connecticut General Statutes:

JUNE 2015 TAX REFUNDS

ALLY BANK	2013MV	\$563.74
ANTHONY INORA	2013MV	\$42.53
BANKS DONNA	2013RE	\$244.79
CAB EAST	2013MV	\$743.46
CHASE AUTO FINANCE	2013MVSUP	\$124.90
CONN GEN	2013RE	\$3,408.23
DAIMLER TRUST	2013MV	\$383.17
FINANCIAL SERV VEH	2013MV	\$489.71
HARTFORD ROMAN CATHOLIC DIOCESAN	2013MVSUP	\$136.99
KING CONSTRUCTION	2013MV	\$218.96
LADSON CARLA	2013MVSUP	\$57.70
MATHER CORP	2013MVSUP	\$139.65
NISSAN INFINITI	2013MV	\$45.78
RYDER TRUCK RENTAL	2013MV	\$303.61
TOTAL REFUNDS		\$6,903.22

FY 14/15-63: Consider and Take Action Regarding Adoption of Resolution (Tax Suspense List)

It was moved by Deputy Mayor Gamble, seconded by Councilor Neuwirth and voted unanimously to adopt the following resolution:

RESOLVED, That the Bloomfield Town Council hereby authorizes transfers in the amount of \$226,701.58 to the Suspense Tax Book for the years listed (2008, 2009, 2010, 2011, 2012). This action is being taken upon the recommendation of the Tax Collector and as shown in a reported dated May 29, 2015.

FY 14/15-64: Consider and Take Action Regarding Real Estate Tax Abatement

It was moved by Councilor Merritt, seconded by Deputy Mayor Gamble and voted unanimously to abate the Town of Bloomfield taxes for the property located at Lisa Lane (Parcel 90-4 131-3 1200) in the amount of \$889.47 and the property at Blue Hills Avenue (Parcel 235 2019) in the amount of \$21.95.

FY 14/15-65: Consider and Take Action Regarding Cancellation of Meetings

It was moved by Deputy Mayor Gamble, seconded by Councilor Merritt and voted unanimously to cancel regularly scheduled meeting of the Bloomfield Town Council for July 27, 2015 and August 24, 2015.

REPORT FROM MAYOR AND TOWN MANAGER

Mayor's Report

- On May 29, 2015, the Bloomfield Alliance (ABC) group will host their Annual Graduation Celebration.
- During May 30, 2015 – June 6, 2015, all of Celebrate Bloomfield events were very successful. Residents and the community came out to support and appreciate everything Bloomfield has to offer.
- On June 14, 2015 from 2:00 p.m. – 5:00 p.m., a Mayor's Brunch will be held at the Wintonbury Hills Golf Course honoring Mrs. Yvette Huyghue-Pannell, Director of the

Senior Center. Tickets are \$50.00. Proceeds from the brunch will be donated to Bloomfield High School seniors as book awards given by the Democratic Town Committee.

- On June 16, 2015, Mayor Schulman will attend the Annual Meeting of Capital Region Council of Government (CRCOG).
- On June 9, 2015, funeral services will be held for Mr. William Mahoney, III, and former spouse of the late P. Faith McMahon. Mayor Schulman thanked the Bloomfield Police Department for their presence at Mr. Mahoney wake services.
- On June 5, 2015, Councilor Merritt was honored by the Governor's Greenways Council with the Municipal Award.
- On June 22, 2015 at 7:00 p.m., Bloomfield High School will have their annual graduation of high school seniors at the Bushnell.

Town Manager's Report

Mr. Philip K. Schenck, Town Manager reported the following updates to the Town Council:

- Mr. Schenck, Jr. stated that the Public Works department will continue with the Annual Repavement Program. Here is a list of roads to be paved in June and July 2015:

- Barn Hill Road	- High Wood Road
- Essex Lane	- Patton Road
- Gilbert Avenue	- Thistle Pond Drive
- Harding Avenue	- Wadhams Road
- Coventry Street	- Mayfair Court
- Garrison Terrace	- Patton Road
- Sunset Lane	- Longview Drive
- Ashley Court	- Cliffmount Drive
- Griffin Road (south)	- Arlington Street
- There will be a Tax Sale in late August, early September for 27 delinquent properties. There are approximately 7 of those properties paid in full, resulting in \$70,000 in back taxes recouped. In total the value of these properties are approximately over \$300,000.
- Mr. Schenck, Jr. reminded residents that Tax bills due July 1, 2015 to the Tax Collector's office.

- On June 10, 2015 from 6:00 – 8:30 p.m., will host their Annual Meeting of the Wintonbury Land Trust at Seabury Retirement Community.
- Mr. Schenck, Jr. attended the Celebrate Bloomfield events and stated that all were successful and well executed.
- Filley Pond – Phase I will be going out to bid later this week. The park should be under construction by the end of the summer.

APPROVAL OF MINUTES

It was moved by Deputy Mayor Gamble, seconded by Councilor Neuwirth and voted unanimously to approve minutes of May 26, 2015.

COUNCIL COMMENTS

Councilor Neuwirth thanked everyone who participated and supported the week of Celebrate Bloomfield.

Councilor Merritt continue to advocate for the East Coast Greenway. He complimented the Town Manager on his follow up and maintaining this project as a priority.

Mayor Schulman and Deputy Mayor Gamble thanked Councilor Neuwirth for coordinating Celebrate Bloomfield. It was definitely an influx in new business for the center of town.

Councilor Rivers attended the award presentations at Bloomfield High School. There were approximately \$626,000 in scholarship given to students this academic year.

EXECUTIVE SESSION

At 8:10 p.m., it was moved by Councilor Neuwirth, seconded by Deputy Mayor Gamble and voted unanimously to enter into Executive Session A. – Discussion Concerning Pending Claims and Litigation with the Town Council, Town Manager, Assistant to the Town Manager and Town Attorney.

At 8:32 p.m., it was moved by Councilor Neuwirth, seconded by Deputy Mayor Gamble and voted unanimously to exit Executive Session A.

At 8:33 p.m., it was moved by Deputy Mayor Gamble, seconded by Councilor Neuwirth and voted unanimously to enter into Executive Session B. - Evaluation of the Town Manager with the Town Council.

At 8:35 p.m., it was moved by Councilor Merritt, seconded by Deputy Mayor Gamble and voted unanimously to exit Executive Session B.

ADJOURNMENT

At 8:36 p.m., it was moved by Councilor DeLorenzo, seconded by Deputy Mayor Gamble and voted unanimously to adjourn the meeting.

new

Record and Return To:

Earl J. Phillips, Jr.
Robinson & Cole LLP
280 Trumbull Street
Hartford, CT 06103

CONSERVATION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that DERINGER-NEY INC., an Illinois corporation, with an office located at 2 Douglas Street, Bloomfield, Connecticut 06002 (hereinafter referred to as "Grantor") for the consideration of One (\$1.00) Dollar and other good and valuable consideration received to its full satisfaction of the TOWN OF BLOOMFIELD, a municipal corporation having its territorial limits within the County of Hartford and State of Connecticut (hereinafter referred to as "Grantee" or "Town"), does hereby give, grant, bargain, sell and convey unto the Grantee, its successors and assigns forever, a perpetual Conservation Easement within the terms of Connecticut General Statutes Section 47-42a. through 47-42c. in, over, along and across a certain piece or parcel of land situated in the Town of Bloomfield (the "Easement Area") which is shown as the "PROPOSED CONSERVATION EASEMENT AREA 143,185 S.F. 3.287 AC." on the map entitled: "EASEMENT MAP DEPICTING PROPOSED CONSERVATION EASEMENT PREPARED FOR: TOWN OF BLOOMFIELD 2 MUCKO ROAD BLOOMFIELD CONNECTICUT, SCALE 1"=40'" dated: February 4, 2015, Scale: 1"=40' and prepared by: Milone & MacBroom, Inc. (the "Map"), which has or will be filed with the Bloomfield Town Clerk's office. The Easement Area is approximately 3.287 acres and is more particularly described on Exhibit A attached hereto and made a part hereof. The Easement Area is over the westerly portion of a larger parcel known as 353 Woodland Avenue (formerly 2 Mucko Road), Bloomfield, Connecticut which is approximately 21.1 Acres.

The Grantee, acting through its Inland Wetlands and Watercourses Commission and/or Conservation Committee, has determined that the conservation of the Easement Area as Open Space would be in the Public Interest, and that the preservation and maintenance of the Easement Area in its natural condition can best be accomplished by securing, by the Grantee of a conservation easement over, across and upon the said property of the Grantor.

The purpose of this Easement is to retain said land predominantly in its natural scenic and open condition and to protect the natural and watershed resources of the Town of Bloomfield, pursuant to the provisions of Section 47 - 42a. through 47 - 42c. of the Connecticut General Statutes. The enforcement of this Easement shall be administered by the Town of Bloomfield through its Inland Wetlands and Watercourses Commission.

This Easement is also for the purpose of retaining the conservation area as a wildlife habitat or sanctuary in its present condition palustrine forested wetlands and its future condition as will naturally occur with no interference or disturbance.

The Grantor, for itself and its successors and assigns, covenants and agrees:

1. The Easement Area shall be used for conservation, educational, and limited (passive) recreational purposes only.
2. The Easement Area shall not be subdivided, now or hereafter, in order that the aims set forth in the above declaration shall be placed in jeopardy.
3. Except as provided herein, no alteration shall be made to the surface of the Easement Area, other than that caused by the forces of nature, unless specifically authorized in writing from the Wetlands Commission.
4. There shall be no use of pesticides, poisons, biocides, herbicides or fertilizers, except as provided in the Pesticide/Herbicide and Fertilization Plan as approved by the Wetlands Commission.
5. In the event that any materials are placed on this easement in violation of this document, the Grantor, upon notice from the Grantee, will remove said material within fourteen (14) days of such notice.

Furthermore the Grantor, for itself and its successors and assigns, covenants and agrees that it will not conduct, order or permit any of the following activities in the Easement Area:

1. The construction or placing of buildings, roads, signs, billboards, or other advertising material, utilities or other structures on or above the ground;
2. The dumping or placing of soil or other substances or material as landfill, or the dumping or placing of trash, waste or other unsightly and offensive materials;
3. The removal or destruction of live trees, shrubs, plants or other vegetation;
4. The excavation, dredging or removal of loam, peat, gravel, soil, rock or other substances in such manner as to affect the surface;
5. Surface use except for outdoor recreational purposes while permitting the land to remain predominantly in its natural condition;
6. Activities detrimental to drainage, flood control, water conservation, erosion control or soil conservation;
7. Manipulation or alteration of natural watercourses, marshes, or other water bodies;
8. The hunting of wildlife;
9. Any other acts or uses detrimental to the retention of said land in its natural, scenic and open condition; and
10. The operation of vehicles, snow mobiles, dune buggies, motorcycles, mini-bikes, go-carts, all-terrain vehicles, or any other type of motorized vehicle.

The Grantor shall place, or cause to be placed, permanent markers in the field to monument the corners of the Easement Area, and at all property line - Easement Area line intersections. Suitable warning signs, in a form approved by the Town shall be set near the Easement Area corners and along the Easement Area lines no further than 300 feet apart.

Notwithstanding the foregoing, the Grantor reserves the following rights: (a) to enter the Easement Area to construct, operate, repair, replace, and maintain a stormwater drainage system that will discharge into the Easement Area; (b) to enter the Easement Area to construct, operate,

repair, replace, and maintain impacts related to the approved site development of no more than 2.1 Acres within the upland review areas 100 feet from the wetlands and/or 200 feet from watercourses; and (c) to enter and allow others to enter the Easement Area, to construct, use, replace, reconstruct and maintain upon, under, over and through the Easement Area, the sanitary sewer system located within or partially within the Easement Area as shown on the Map. The aforementioned reservations (a) and (b) are pursuant to the approval for Town of Bloomfield Wetlands File #75-2014-15 which was approved with conditions by the Town of Bloomfield Inland Wetlands and Watercourses Commission on January 20, 2015. The aforementioned reservation (c) is pursuant to a 20 foot wide sanitary sewer system in favor of (i) the Town of Bloomfield by easement dated June 8, 1970 and recorded June 12, 1970 in Volume 128, Page 206 of the Bloomfield Land Records, and (ii) The Metropolitan District by easement dated August 25, 1970 and recorded August 26, 1970 in Volume 129, Page 109 of the Bloomfield Land Records.

The Town is further granted an easement to enter the above described premises, by its duly elected or appointed officials, its employees and agents, at reasonable times, upon prior written notice to Grantor, which notice shall be delivered no less than forty-eight (48) hours prior to the inspection (each a "Grantee's Scheduled Inspection"), for the purpose of inspecting the Easement Area and enforcing the provisions of this Easement, to assure the protection of its open condition, water quality, natural vegetation, and wildlife habitats. Grantee's Scheduled Inspection shall be subject to the consent of Grantor, which consent shall not delay Grantee's Scheduled Inspection more than an additional twenty four (24) hours beyond the initial requested inspection date and time. If Grantee's Schedule Inspection, as original scheduled by Grantee or as delayed by Grantor, falls on a Saturday, Sunday or legal holiday, Grantor reserves the right to further delay Grantee's Schedule Inspection to the next full business day thereafter. The right hereby granted shall be in addition to any other remedies available to the Town for the enforcement of the provisions of this Easement. The Town agrees that each such entry is at its own risk and further agrees to hold the Grantor harmless for injury to person or property

occasioned by the Town's entry upon the premises by its officials, its employees and agents as aforesaid, provided such injury is not a result of an act or omission of Grantor. Grantee shall not interfere with Grantor's exclusive use and quiet enjoyment of the Property.

This easement shall run with the land and shall bind the Grantor, its successors and assigns, and shall inure to the benefit of the general public and the inhabitants of the Town of Bloomfield, in perpetuity, provided however, that nothing contained shall be construed as granting to the public the right to enter said premises or Grantor's remaining property for any purpose whatsoever. Grantor expressly reserves the exclusive right of possession to the entire Property.

If said premises, or any part thereof, shall be taken by condemnation, this Easement shall terminate automatically as to that property taken so that the Grantor, or its successors or assigns, may be as fully compensated as though this Easement had never been granted.

The Grantor reserves the right to itself, its successors and assigns forever, to use said land for any uses and purposes which do not in any way interfere with the purpose for which this Easement is granted.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has hereunto set his hand
and seal this 5th day of June in the year 2015.

Signed, Sealed and Delivered
in the Presence of:

Name: _____

Name: _____

DERINGER-NEY INC.,
an Illinois corporation

By: _____

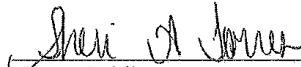
Name: David Barnum

Title: President

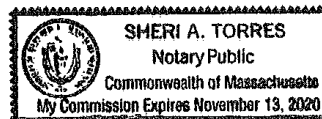
THE COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

On this 5th day of June, 2015, before me, the undersigned notary public, personally appeared David Barnum, as President of Deringer-Ney Inc., an Illinois corporation, proved to me through satisfactory evidence of identification, which was ☒ a State driver's licenses or ☐ personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, and as his free act and deed and the free act and deed of said mutual insurance company and limited liability company, as applicable.


Notary Public

My commission expires: 11/13/2020



Approved and Accepted by the Town of Bloomfield, this ____ day of June, 2015

By: _____

Philip Schenck, Jr., Town Manager

EXHIBIT A

A certain parcel of land situated in the Town of Bloomfield, County of Hartford and State of Connecticut being more particularly bounded and described as follows:

Beginning at a point on the easterly division line of land now or formerly of Windsor Sanitation, Inc., said point being 60.00 feet south of the southerly streetline of Mucko Road when measured along said division line;

thence running South 71°-55'-24" East 140.75 feet to a point, thence turning and running South 12°-13'-24" West 513.96 feet to a point, thence turning and running South 86°-53'-29" East 52.11 feet to a point, thence turning and running South 37°-18'-04" West 115.95 feet to a point, thence turning and running South 14°-18'-39" West 63.24 feet to a point, thence turning and running South 33°-41'-14" West 171.99 feet to a point, thence turning and running South 13°-03'-27" West 298.71 feet, all along remaining land of the grantor, to a point;

thence running North 79°-35'-35" West 223.31 feet along land now or formerly of Northeast Lightning Protection System, Inc. and RSS Real Estate, LLC, each in part, to a point;

thence running North 29°-35'-48" East 255.67 feet to a point, thence turning and running North 31°-28'-11" East 231.20 feet to a point, thence turning and running North 82°-42'-20" East 98.37 feet to a point, thence turning and running North 10°-11'-53" East 134.49 feet to a point, thence turning and running North 12°-41'-10" West 122.49 feet to a point, thence turning and running North 20°-19'-39" East 163.89 feet to a point, thence turning and running North 31°-25'-26" West 114.93 feet to a point, thence turning and running North 18°-15'-17" East 168.97 feet, all along land now or formerly of Windsor Sanitation, Inc., to the point of beginning.

Being more particularly bounded and described on a map entitled: "Easement Map, Depicting Proposed Conservation Easement, Prepared For: Deringer-Ney in Favor of The Town of Bloomfield, 353 Woodland Avenue/2 Mucko Road (Lot #1524), Bloomfield, Connecticut," Dated: February 4, 2015, Revised to: April 21, 2015, Scale: 1"=40' and Prepared by: Milone & MacBroom, Inc.